

**IT Professional Technical Services  
Master Contract  
T# 902TS**

**Statement of Work (SOW) – DHS #10-006  
For Technology Services  
Issued By**

**Minnesota Department of Human Services**

**Project Title: Staff Augmentation for Business Rules**

**Service Category: Analyst - Business**

**Business Need**

The Minnesota Department of Human Services (DHS) through the Continuing Care Administration (CCA) seeks a Business Rules Architect and Business Rules Analysts with the necessary skill sets to document/improve the business rules used to assess, assign, and monitor long term care services, including home and community based services (HCBS).

From 2005 through 2007, the CCA worked to develop a comprehensive assessment tool and protocol to be used to assess people who may have long term care needs. This tool, also known as COMPASS, is designed to replace existing eligibility and assessment tools used for programs administered by CCA within DHS. This includes five HCBS Medicaid waivers, Intermediate Care Facilities for persons with mental retardation (ICF/MR), Nursing Facilities, state grant programs, and select Medicaid state plan services. COMPASS will affect all participants in these programs, county social service agencies, and health plans providing continuing care services. Additionally, it will change a number of administrative and operational practices within DHS. The MN Legislature approved funding for the full implementation of COMPASS during the 2009 session. Implementation of COMPASS ties to a number of policy and fiscal management changes authorized in the same legislation. Full implementation is scheduled to occur by January 1, 2011.

In addition to COMPASS, the 2009 legislature approved and funded other initiatives that were intended to reform the long term care system to assure sustainability into the future. These included new provider enrollment and provider standards, a new rate setting methodology as well as a Customized Living rate tool.

Staff provided by the selected Responder will support CCA staff in building upon the business processes and information architecture identified in work that CCA has been engaged in through other contractors. These business processes and information architecture were developed specifically to assist in the implementation of the legislated initiatives. Business Rules Architect and Business Rules Analysts will define and refine business rules which will drive the development and implementation of the above initiatives.

Work on business rules will require a cooperative effort with other contractors that CCA will be using for other parts of the initiatives.

**Deliverables/Results**

- Specifications for COMPASS and other related legislative initiatives for business process and policy in a centralized business rules management and rules engine
- COMPASS business requirements
- COMPASS software requirements including business needs and features in a form that comprises the requirements of the system to be built
- Test plan with strategies and approaches to verify and validate the quality of the business rules and the technology solution

## Milestones and Schedule

December 2009	Contract Begins
December 2009	Reviewed HCBS Strategies current work. Knowledgeable about the Provider Enrollment and Provider Standards Initiative (PEPSI) and Rate Setting Methodologies Initiative (RSMI) programs. Developed work relationships with HCBS Strategies and DHS staff.
January 2010	Complete first iteration of business/functional specifications for COMPASS including user interface and user experience, business process, rules, interface and data, non-functional requirements
March 2010	Complete quality assurance (QA) testing of first iteration
April 2010	Complete second phase business/functional specs for COMPASS
June 2010	Complete QA testing second phase.
July 2010	Lead agencies begin first level pilot testing
July 2010	Complete development of part 3 business/functional specs for COMPASS
October 2010	Complete QA testing on part 3; pilot lead agencies feedback evaluated, modifications made; begin development of part 4
December 2010	Complete QA testing; Complete full set integration. Parts 1-4 regression testing
January 1, 2011	Go live with parts 1-4
March 2011	Complete development of part 5
May 2011	Complete QA testing of part 5
June 2011	Go live with COMPASS implemented completely

## Project Environment (State Resources)

- Project Staff:
  - DHS Project Managers: DHS CCA Reform Projects and Consumer Choices managers
  - DHS Lead Analyst (25% - 50% time) will assist the Business Rules Architect.
  - Three DHS CCA staff: Data Reports, Policy Development, Minnesota Help Info
  - Policy staff within CCA working on the legislated initiatives and various long term care programs administered by CCA that will be included in the business rules architecture.
- It is expected that selected vendor will work onsite at DHS Central Office locations. DHS will provide appropriate work space.

## Agency Requirements

- Implementation will include the training of DHS staff so they can maintain initiative after the contract is done.
- Business rules architecture and business rules must be in compliance with statewide Enterprise Architecture, Project Management Methodology and applicable industry/agency standards.
- The COMPASS tool and processes, including the rules engine work that will be completed with this SOW, must interface with Medicaid Management Information System (MMIS), Shared Master Index (SMI) and other major systems

## Responsibilities Expected of the Selected Vendor

- Provide One (1) Business Rules Architect who will:
  - Serve in a leadership role in the activity of identifying and rationalizing policy and strategically designing a rules architecture that will be agile to the needs of continual legislative mandates, changes and updates as well as broader agency vision, goals and drivers
  - Guide and mentor business analysts, business rules analysts and other CCA staff in establishing the rule base

- Provide three (3) business rules analysts\* that will be:
    - Responsible for the identification, analysis, design and development of business rules (business rules metaphors)
    - Responsible for the system requirements specification, including rules documentation and Unified Modeling Language (UML) modeling
  - Provide electronic copies of all business rules use case modeling and documentation, UML, class diagrams, and activity diagrams.
  - Provide training and knowledge transfer to CCA staff to enable them to perform ongoing maintenance of rules architecture and COMPASS application.
  - Provide DHS Project Manager with progress reports on a weekly basis.
  - Inform DHS Project Manager in a timely manner of risks to the milestone completion dates.
- \* DHS reserves the right to reduce the number of business analysts required, if DHS determines that there is a reduced need for services and/or funding availability.

## Required Qualifications

The required minimum qualifications are listed below. Required Qualifications will initially be evaluated on a pass/fail basis. **The Response must specifically indicate how the Responder's candidates meet all of the minimum qualifications.** If DHS determines, at its sole discretion, that the Responder fails to meet one or more of these requirements (or if the Responder has not submitted sufficient information to make the pass/fail determination), then the Response will be eliminated from further review.

### Business Rules Architect (1 candidate):

- Minimum 8 years experience as business rules architect, which must include knowledge and practical experience with the following:
  - Rule services
  - Rule sets
  - Rule metaphors
    - Decision tables
    - Decision trees
    - Rule flows
    - Scorecards
  - Execution methods
    - RETE
    - Sequential
    - Compiled/enhanced sequential
  - Business Rules Management technology
  - Business Rules Engine technology
  - Business Rules testing and quality assurance
  - Business Architecture (including Business Process modeling)
  - Medicaid Information Technology Architecture (MITA)
  - MITA Development Framework (MDF)
  - Federal Enterprise Architecture (FEA)
  - TOGAF (The Open Group Architecture Framework)
  - Object Oriented Analysis and Design
    - Use-Case modeling and documentation
    - UML
    - Class diagrams
    - Activity diagrams
- Minimum 8 years systems architect experience
- Minimum 5 years of Enterprise Architecture experience

Business Rules Analysts (3 candidates – **each** must have the minimum experience):

- Minimum 7 years experience as a business analyst, which must include knowledge and practical experience with the following:
  - Business rules harvesting (rules discovery)
    - Business and system SME elicitation
    - Business process and system flows
  - Decision Point Analysis
  - Business rules analysis
    - Rule patterns
    - Rule conflicts
    - Meta-data
  - Business rules documentation
  - Business rules unit and QA testing
  - Medicaid Information Technology Architecture (MITA)
  - MITA Development Framework (MDF)
  - Object Oriented Analysis and Design
    - Use-Case modeling and documentation
    - UML
    - Class diagrams
    - Activity diagrams
- Minimum 2 years of business rules analysis experience

## **Desired Qualifications**

Business Rules Architect (1 candidate):

- Knowledge and practical experience with Enterprise Architecture development especially as it relates to DHS strategic direction toward Enterprise Architecture
- Knowledge of DHS domains, i.e. MMIS
- Understanding of the Medicaid Enterprise Certification Toolkit
- Experience with Oracle Policy Automation, Corticon, jRules business rules engine
- High proficiency in writing skills

Business Rules Analyst (3 candidates)

- Experience with Oracle Policy Automation, Corticon, jRules business rules engine
- Experience working with the Department of Human Services
- High proficiency in writing skills

## **Process Schedule**

- |   |                                |
|---|--------------------------------|
| • Deadline for Questions                      | November 25, 2009, 3:00 PM CST |
| • Posted Response to Questions                | December 1, 2009               |
| • Proposals due                               | December 4, 2009, 3:00 PM CST  |
| • Anticipated proposal evaluation begins      | December 7, 2009               |
| • Anticipated evaluation completed & decision | December 18, 2009              |

## **Questions**

Any questions regarding this Statement of Work must be submitted via e-mail by **November 25, 2009, 3:00PM**, Central Standard Time (CST) to:

E-mail Address:     pam.erkel@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology's Website by the end of the day on December 1, 2009.

## SOW Evaluation Process

When awarding points, factors will include length, level, and relevance of experience; human relations, leadership, and communications skills; writing and documenting skills; special skills/knowledge; history of prior successes; and relative cost.

Resumes, qualification summary and writing sample must contain information needed to evaluate candidates on these factors. Information in the resumes will take precedence over that provided in the cover memo or other summary information.

1. Pass/Fail on Response Requirements
2. Initial Pass/Fail evaluation of Required Skills. The Response must specifically indicate how the Responder meets all of these minimum qualifications. If DHS determines, at its sole discretion, that the Responder fails to meet one or more of these requirements (or if the Responder has not submitted sufficient information to make the pass/fail determination), then the Response will be eliminated from further review.
3. Evaluation of qualifications and cost (for responses that pass Step 1 and Step 2)
  - Cost = 30%
  - Required Qualifications = 45%
  - Desired Qualifications = 25%

At any time during the evaluation phases, the State may, at the State's discretion, contact a Responder to: (1) provide further or missing information or clarification of their Response, (2) provide an oral presentation of their Response, or (3) obtain the opportunity to interview key personnel. References may also be requested and checked at this time.

## Response Requirements

The items below must be completely satisfied in the submission in order for the Response to be considered. There is no guarantee that the State will look for information or clarification outside of the submitted written Response. Therefore, it is important that the Responder ensure that their Response is complete and **all** requirements have been completely met in order to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

If you have any questions on the administrative requirements listed below, please contact: dhs.it-responses@state.mn.us.

1. Responses must be submitted no later than **December 4, 2009, 3:00 PM**, Central Standard Time, via email to **dhs.it-responses@state.mn.us**.

Responses sent to any other e-mail address will not be considered.

It is the Responder's sole responsibility to ensure that their submittal is **received** at the dhs.it-responses@state.mn.us email address by the response deadline. Responses **received** after the deadline will not be considered, regardless of any documentation showing when the response email was sent.

2. The Statement of Work # and Project Title should be included in the subject line of your Response e-mail.
3. Exactly four (4) candidates per Response: one (1) Business Rules Architect and three (3) Business Rules Analysts. Responses offering more or fewer candidates will not be considered. E-mails containing multiple Responses will not be considered.

4. The following items must be included in the Response.

A. A cover memo that clearly states:

- i) **Service Category.** This must be the category indicated for this SOW. The vendor must be eligible for this category on its 902TS IT Professional/ Technical Services Master Contract with the Office of Enterprise Technology before the response deadline.
- ii) **Cost.** The proposed hourly rate for each candidate. Rates cannot exceed the maximum hourly rate that is listed in the Responder's 902TS Master Contract.
- iii) **Conflict of Interest statement** as it relates to this Statement of Work (see General Requirements section below)

B. Required and Desired Qualifications

The response must specifically indicate which position (Business Rules Architect or Business Rules Analyst) the candidate is proposed for and how each of the Responder's candidates meets or exceeds all the Required Qualifications and any of the Desired Qualifications for that position. The following must be included:

- i) **Separate qualification summary** information for each candidate that will allow DHS to easily determine to what extent candidate meets or exceeds Required and Desired Qualifications for the proposed position. Below is the suggested format for this information:

Position (BR Architect or Analyst)	Required/Desired Qualification	Years of Experience	Projects worked on that demonstrate these qualifications (at least some description, not just a list)

- ii) **A resume for each candidate**, in addition to the above information. Resumes must support qualification summary information. Information in the resumes will take precedence over that provided in the cover memo or qualification summary.
- iii) **The writing samples indicated below**, based on the proposed position for each candidate:
  - o Business Rules Architect - written example of a project worked on that involved leading the development of a business rules architecture that included business rules engine technology
  - o Business Rules Analyst – for each candidate, a written example of business rules documentation

C. Required forms. These forms must be signed by the appropriate individual within the company, scanned into a file, and included with the e-mail submission. If you do not have access to a scanner, please send an e-mail [dhs.it-responses@state.mn.us](mailto:dhs.it-responses@state.mn.us) and other options will be considered.

- i) Affidavit of non-collusion
- ii) Location of Service Disclosure
- iii) State of Minnesota – Immigration Status Certification
- iv) Certification Regarding Lobbying
- v) Affirmative Action Certificate of Compliance

D. If applicable, documentation showing Targeted or Economically Disadvantaged Vendor status

E. If applicable, documentation showing certified, veteran-owned/service disabled small businesses status.

Please note that when verifying eligible service categories and hourly rates, DHS uses the information on the Office of Enterprise Technology's Website. It is the Responder's responsibility to verify that the website information matches their current records and inform the Office of Enterprise Technology of any discrepancies. Please note that OET currently has two active master contract programs. This SOW is only for vendors participating in the 902TS program.

## **Constraints or rules on respondents**

- DHS personnel other than the designated contact indicated are NOT authorized to discuss this SOW with responders, before the proposal submission deadline and during the evaluation prior to the award, unless approved in advance by the designated contacts.
- Contact regarding this Statement of Work with any personnel other than the designated contact could result in disqualification.
- The designated contact will only provide information that clarifies this statement of work, and the projected date for the award announcement.

## **General Requirements**

### **Proposal Contents**

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

### **Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

### **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive



the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmd.help.line@state.mn.us](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

#### **Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

#### **Contingency of Operations Planning Requirement**

Functions identified under this Statement of Work have been designated as Priority 1 or Priority 2 services under the Minnesota Department of Human Service's Continuity of Operations Plan. Due to this designation, the successful responder will be required to develop a continuity of operations plan to be implemented in the event of a gubernatorial or commissioner of the Minnesota Department of Health declared health emergency. The successful responder will be expected to have a continuity of operations plan available for inspection by the State upon request. The continuity of operations plan shall do the following:

- (a) ensure fulfillment of Priority 1 or Priority 2 obligations under the contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the State with regard to emergency preparedness and response issues, the EPRC shall provide updates to the State as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

#### **Responder must agree to the following liability language for this Statement of Work:**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

#### **Foreign Outsourcing of Work**

All services under this contract shall be performed within the borders of the United States, except as may be otherwise required by the World Trade Organization Government Procurement Agreement (WTO-GPA) of 1996. This includes all storage and processing of information and work performed by subcontractors at all tiers. In the case of this SOW, a contract would have to exceed the threshold amount (\$528,000) in order to be subject to the WTO-GPA requirement.



**Responder must agree to the following information privacy and security language for this Statement of Work:**

**Information Privacy and Security.**

For purposes of executing its responsibilities and to the extent set forth in this work order, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

**Information Covered by this Provision.** In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this work order, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

**Duties Relating to Protection of Information.**

- (a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7.1.
- (b) **Minimum necessary access to information.** CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

**Contractor's Use of Information.** CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

**State's Duties.** STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

**Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.** Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

**Sanctions.** In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

**Criminal Background Check Required**

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

- 1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.
- or
- 2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.

**Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all responses.**

**Required Form:**

**STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION**

I certify under penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the proposal submitted in response to the State of Minnesota Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;
4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program; and
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

**Required Form:**

**STATE OF MINNESOTA**

**LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION**

**Check all that apply:**

- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
  - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
  - (2) the location where services under the contract will be performed; and
  - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

**CERTIFICATION**

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**Required Form:**

**State of Minnesota — Immigration Status Certification**

By order of the Governor's Executive Order 08-01, vendors and subcontractors **MUST** certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

**I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.**

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

**For assistance with this form, contact:**

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

**Required Form:**

## **CERTIFICATION REGARDING LOBBYING**

For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Organization Name

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Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

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Date

## Required Form:

### State Of Minnesota – Affirmative Action Certification

**If your response to this solicitation is or could be in excess of \$100,000**, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

**BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or–
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For those companies not described in BOX A**

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

#### **For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)



**STATE OF MINNESOTA**  
**VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- ☐ (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

You must submit this form and the documentation required above with your response in order to be considered for this preference.

**Sample Work Order Contract:  
STATE OF MINNESOTA  
IT Professional Services Master Contract Work Order**

This work order is between the State of Minnesota, acting through its \_\_\_\_\_ ("State") and \_\_\_\_\_ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number \_\_\_\_\_, and is subject to all provisions of the master contract which is incorporated by reference.

**Work Order**

**1 Term of Work Order**

**1.1 Effective date:** \_\_\_\_\_, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.**

**1.2 Expiration date:** \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Contractor's Duties**

The Contractor, who is not a state employee, will: \_\_\_\_\_/Thorough Description of Tasks/Duties/

**3 Consideration and Payment**

**3.1 Consideration.** The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows:

***[For projects, list out each deliverable and amount to be paid for each deliverable. Only if a specific deliverable cannot be defined, insert an hourly rate.]***

B. *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$\_\_\_\_\_.

C. *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$\_\_\_\_\_.

**3.2 Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:\_\_\_\_\_

**4 Liability**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

**5 Foreign Outsourcing**

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

**6 Authorized Representatives**

The State's Authorized Representative is \_\_\_\_\_. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is \_\_\_\_\_. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

**7 Key Personnel**

The Contractor's Key Personnel is/are: [Name & Title]. Contractor will not add, replace, remove, or substitute the named key personnel without the prior written approval of the State's Authorized Representative.

**8. Employee Status.** By order of the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, CONTRACTOR certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States' immigrations laws; and
2. By the date of the performance of services under this contract, CONTRACTOR and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

CONTRACTOR shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by CONTRACTOR and made available to the STATE upon request. If CONTRACTOR or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the STATE reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debaring the CONTRACTOR from state purchasing.

**9 Affirmative Action Requirements for Contracts in Excess of \$100,000 and where the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business.**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

- 9.1 ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 9.2 ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 9.3 ***Minn. R. Parts 5000.3400-5000.3600.***
  - (A) ***General.*** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - (B) ***Disabled Workers.*** The Contractor must comply with the following affirmative action requirements for disabled workers.
    - (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
    - (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 10. Information Privacy and Security.

For purposes of executing its responsibilities and to the extent set forth in this contract, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

- 10.1 **Information Covered by this Provision.** In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this agreement, includes any or all of the following:
- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
  - (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
  - (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
  - (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
  - (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

## 10.2 Duties Relating to Protection of Information.

- (a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 10.1.
- (b) **Minimum necessary access to information.** CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

**10.3 Contractor's Use of Information.** CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

**10.4 State's Duties.** STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

**10.5 Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.**

Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

**10.6 Sanctions.** In addition to acknowledging and accepting the terms set forth in Section 4 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

**11. Criminal Background Check Required.** CONTRACTOR and employees of CONTRACTOR working on site at STATE's Central Office and accessing STATE's protected information (as defined in 10. Information Privacy and Security of this contract.) must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last 12 months before work can begin under this contract. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

**12. Contingency Planning.** Within 90 days of the execution of this contract, CONTRACTOR and any subcontractor will have a contingency plan. The contingency plan shall:

- a) ensure fulfillment of Priority 1 or Priority 2 obligations under this contract;
- b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- f) include a procedure for returning to normal operations; and
- g) be available for inspection upon request.

**13. Nonvisual Access Standards**

Nonvisual access standards require:

- a) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.